

Office of the City Manager

TO: Mayor Dana S. Hilliard and City Council Members
FROM: Robert M. Belmore, City Manager
DATE: Friday, June 4, 2021
SUBJECT: City Manager's Report for Monday, June 7, 2021

*6:30 p.m. Non-meeting
Tentative Agreement with Public Works/Highway Department Union
AFSCME Council 93, Local 863*

New Business (under Section 15 of Agenda)

Ordinances

- A. Ordinance No. 17-21: To Amend Chapter 4, Personnel Rules and Regulations-Compensation Schedule.** The Government Operations Committee met on April 28th and the Finance Committee met on May 27th, both Committees voted to recommend this Ordinance amendment to the full Council. Please note that the Water/Wastewater Union would receive the same increase as their Collective Bargaining Agreement has a "me too" clause so that any changes to COLA wage adjustments given to Non-union employees would carry over to these Union employees. I recommend a Public Hearing be scheduled for the next regular Council meeting on Monday, June 21st.
- B. Ordinance No. 18-21: Transfer Between Departments.** The Finance Committee met on May 27th to review staff's recommendation and voted to support this Transfer Ordinance. Our best General Fund projections indicate a need to transfer funds to the Police Department to cover over expenditures, much of which was COVID related staffing needs.

This is an annual housekeeping action item as needed. The City Charter allows the City Manager to transfer funds within a department, however, it takes Council action to transfer funds between Departments. Attached is a copy of the end of Fiscal Year 2021 Budget projections provided to the Finance Committee. By next meeting we will be able to provide a more accurate transfer number, which may require the amount to be amended. I recommend a Public Hearing be scheduled for the next regular Council meeting on Monday, June 21st

- C. **Ordinance No. 19-21: To Amend Chapter 34, Exemptions and Credits, Section 34.2 Veteran's Property Tax Credit and Section 34.4 Surviving Spouse.** The Government Operations Committee met on April 28th and the Finance Committee met on May 27th, both Committees voted to recommend this Ordinance amendment to the full Council. Attached are copies of the City Assessor's Memorandums that the Committees reviewed. Attached is a *red-line* copy of this Ordinance change. I recommend a Public Hearing be scheduled for the next regular Council meeting on Monday, June 21st.
- D. **Ordinance No. 20-21: To Amend Chapter 34, Exemptions and Credits, Section 34.1 Elderly Property Exemption.** The Government Operations Committee met on April 28th and the Finance Committee met on May 27th, both Committees voted to recommend this Ordinance to the full Council. Attached are copies of the City Assessor's Memorandums that the Committees reviewed. Attached is a *red-line* copy of this Ordinance change. I recommend a Public Hearing be scheduled for the next regular Council meeting on Monday, June 21st.

Resolutions

- A. **Resolution No. 38-21: City Council Vote to Adopt the Land Trust Alliance Standards and Practices for Maintaining the Furber Memorial Chapel at The Forest Glade Cemetery in Compliance with LCHIP Historic Preservation Funding.** Attached is a Memorandum from Director Mike Bobinsky that provides a brief summary of what Staff & the Cemetery Trustees have completed per Grant requirements.
- B. **Resolution No. 39-21: Authorizing the City Manager to Enter into a Grant Agreement with the State of New Hampshire Division of Historical Resources for a Certified Local Government (CLG) to Grant to Perform an Update to the City's Historical Survey Forms.** Attached is a Memorandum from Director Michelle Mears. This Grant continues Staff's efforts to utilize Grant funds to further the mission of the Historic District Commission.
- C. **Resolution No. 40-21: To Authorize the City Manager to Enter into a Cable Television Franchise Agreement Between the City of Somersworth and Atlantic Broadband, Inc.** Attached is a "*confidential*" Memorandum from Special Counsel, Attorney Kate Miller and a "*Draft*" Franchise Agreement. As stated in the Resolution, Council will need to schedule a Public Hearing for the next regular Council meeting on June 21st. Please note that Attorney Miller will be attending the June 21st meeting.

Other

- A. **Vote to Ratify a 2-Year Tentative Agreement between the City of Somersworth and the Public Works/Highway Department with AFSCME Council 93, Local 863.** I have attached a "*confidential*" Memorandum that outlines the changes as well as the projected cost for this Tentative Agreement.
- B. **Vote to Authorize the City Manager to Sign the Public Utilities Commission Approved Settlement Agreement with Consolidated Communications regarding the Removal of "Double Poles" withing the City of Somersworth.** Attached is a copy of the Settlement Agreement that Director Mike Bobinsky has worked with his counterparts from various Seacoast Communities to complete. I have also attached his Memorandum that provides a summary of this Agreement.

City Manager's Items (under section 11 of Agenda)

Informational Items

1. **Willand Drive.** The Planning Board approved the site plan for the construction of a Sports Dome behind Funspot on Willand Drive. Conditions of approval included:

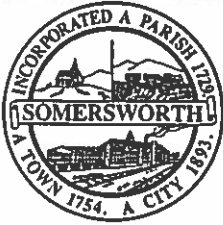
- The City seeking NH DOT approval to construct a righthand turning lane from Willand Drive onto Route 108 at the Developer's cost - estimated at \$61,000.
- The Developer to contribute \$21,000 towards the resurfacing of Willand Drive.

Attached is the NH DOT driveway permit application that I have submitted on behalf of the City. Please note that the City Council should vote to accept the Willand Drive turning lane as an extension of Willand Drive once it is constructed to City standards.

2. **New Urbanism Study.** Attached is a Memorandum from Director of Planning & Community Development, Michelle Mears, that provides a summary of our participation in this New Urbanism Study. At the Study's conclusion, the City will receive some suggested recommendations for consideration. I will point out that this panel of professionals seemed impressed with several of our recent Zoning changes and our overall Planning Board approval process.

Attachments

1. **City Attorney Certifications Seven (7).**



City of Somersworth – Ordinance

Ordinance No: 17-21

TO AMEND CHAPTER 4, PERSONNEL RULES AND REGULATIONS - COMPENSATION SCHEDULE

June 7, 2021

THE CITY OF SOMERSWORTH ORDAINS THAT, the Ordinances of the City of Somersworth, as amended, be further amended as follows:

Amend Chapter 4 by deleting the Compensation Schedule in its entirety and replacing it with the following Compensation Schedule:

Personnel Rules and Regulations							
Compensation Schedule							
(2.5% Increase effective July 1, 2021)							
GRADE		HIRE	1	2	3	4	5
6	A	24,800.75	25,859.31	26,831.77	27,918.74	29,034.33	30,149.93
	H	11.9234	12.4324	12.8999	13.4225	13.9588	14.4952
7	A	26,002.23	26,974.91	28,176.38	29,291.76	30,350.32	30,722.04
	H	12.5011	12.9687	13.5463	14.0826	14.5915	14.7702
8	A	27,318.00	28,376.56	29,492.15	30,722.04	31,980.77	33,267.91
	H	13.1337	13.6426	14.1789	14.7702	15.3754	15.9942
9	A	28,691.02	29,835.46	31,036.72	32,295.46	33,553.97	34,955.40
	H	13.7938	14.3440	14.9215	15.5267	16.1317	16.8055
10	A	30,092.89	31,294.15	32,495.63	33,868.65	35,155.80	36,672.17
	H	14.4677	15.0453	15.6229	16.2830	16.9018	17.6309
11	A	31,637.46	32,924.60	34,154.71	35,527.73	36,986.64	38,474.17
	H	15.2103	15.8291	16.4205	17.0806	17.7820	18.4972
12	A	33,239.29	34,555.27	35,871.04	37,329.73	38,731.60	40,276.17
	H	15.9804	16.6131	17.2457	17.9470	18.6210	19.3635
13	A	34,898.59	36,271.39	37,758.92	39,303.71	40,819.87	42,535.99
	H	16.7782	17.4382	18.1533	18.8960	19.6249	20.4500
14	A	36,557.67	38,016.35	39,532.30	41,191.59	42,822.05	44,509.97
	H	17.5758	18.2771	19.0059	19.8037	20.5875	21.3990

GRADE		HIRE	1	2	3	4	5
15	A	38,474.17	40,047.37	41,620.57	43,251.24	44,881.69	46,655.28
	H	18.4972	19.2535	20.0099	20.7939	21.5777	22.4304
16	A	40,304.80	41,906.62	43,594.55	45,511.28	47,198.76	49,172.53
	H	19.3773	20.1474	20.9589	21.8804	22.6917	23.6406
17	A	42,393.07	44,109.41	47,084.26	47,684.99	49,573.09	51,546.86
	H	20.3813	21.2064	22.6367	22.9255	23.8332	24.7821
18	A	44,509.97	46,283.34	48,056.93	50,059.10	52,061.71	54,235.43
	H	21.3990	22.2516	23.1043	24.0669	25.0297	26.0747
19	A	46,655.28	48,571.79	50,574.18	52,662.45	54,693.25	56,924.44
	H	22.4304	23.3518	24.3145	25.3185	26.2948	27.3675
20	A	49,143.90	51,146.29	53,062.80	55,208.33	57,410.89	59,642.08
	H	23.6269	24.5896	25.5110	26.5425	27.6014	28.6741
21	A	51,546.86	53,577.87	55,809.07	57,983.22	60,300.08	62,645.56
	H	24.7821	25.7586	26.8313	27.8765	28.9904	30.1181
22	A	54,207.02	56,295.08	58,554.89	60,786.09	63,360.81	65,878.05
	H	26.0611	27.0649	28.1514	29.2241	30.4619	31.6721
23	A	56,867.41	59,155.63	61,386.83	63,932.92	66,478.79	69,167.59
	H	27.3401	28.4402	29.5129	30.7370	31.9610	33.2536
24	A	59,642.08	62,045.04	64,505.03	67,136.57	69,739.70	72,571.85
	H	28.6741	29.8293	31.0120	32.2772	33.5287	34.8903
25	A	62,645.56	65,248.47	67,765.93	70,569.24	73,458.42	76,347.61
	H	30.1181	31.3695	32.5798	33.9275	35.3165	36.7056
26	A	65,849.64	68,938.57	71,055.47	73,944.65	77,034.23	79,923.20
	H	31.6585	33.1435	34.1613	35.5503	37.0357	38.4246
27	A	68,996.04	71,913.63	74,717.16	77,806.30	80,924.50	84,042.27
	H	33.1712	34.5739	35.9217	37.4069	38.9060	40.4049
28	A	72,485.75	75,432.19	78,292.74	81,467.98	84,814.77	88,161.56
	H	34.8489	36.2655	37.6407	39.1673	40.7763	42.3854
29	A	76,089.96	79,179.54	82,268.90	85,530.02	89,134.02	92,623.94
	H	36.5817	38.0671	39.5524	41.1202	42.8529	44.5307

(2.5% increase of minimum and maximum effective July 1, 2021)							
Grade							
25	A	64,132.59			81,743.43		
	H	30.8330			39.2997		
30	A	81,424.41			99,274.13		
	H	39.1464			47.7279		
31	A	88,951.04			108,226.35		
	H	42.7649			52.0319		
32	A	89,784.04			109,388.95		
	H	43.1654			52.5908		
33	A	94,335.70			114,714.13		
	H	45.3537			55.1510		
34	A	99,095.62			120,545.02		
	H	47.6421			57.9543		
35	A	104,063.81			126,524.69		
	H	50.0307			60.8292		
36	A	109,299.71			132,861.33		
	H	52.5479			63.8756		
37	A	114,654.64			139,406.21		
	H	55.1224			67.0222		

This Ordinance will take effect upon adoption.

Authorization	
<i>Sponsored by Councilors:</i> Richard R. Michaud Nancie Cameron Matt Gerding Donald Austin David A. Witham Donald P. Dumont, Sr.	<i>Approved:</i> City Attorney

City of Somersworth – Ordinance 17-21

History

First Read Date:	06/07/2021	Tabled:	
Public Hearing:		Removed From Table:	
Second Read:			

Discussion

Voting Record		YES	NO
Ward 1 Councilor	Pepin		
Ward 2 Councilor	Vincent		
Ward 3 Councilor	Dumont		
Ward 4 Councilor	Austin		
Ward 5 Councilor	Michaud		
At Large Councilor	Witham		
At Large Councilor	Gerding		
At Large Councilor	Cameron		
At Large Councilor	Paradis		
TOTAL VOTES:			
On // Ordinance 17-21		PASSED	FAILED

Brenda Breda

From: Scott A. Smith <sasmith@somersworth.com>
Sent: Thursday, April 22, 2021 11:03 AM
To: Bob Belmore
Cc: Brenda Breda
Subject: 2.5% COLA

Bob,

The estimated cost for a 2.5% COLA, including roll-ups, for non-union is as follows:

Non-Union	\$54,270.61
Water/WW Union	\$21,415.06

Let me know if you need anything else.

Thanks,

Scott A. Smith
Deputy City Manager/Finance Director

City of Somersworth
One Government Way
Somersworth, NH 03878

(603) 692-9504
sasmith@somersworth.com
www.Somersworth.com





City of Somersworth – Ordinance

Ordinance No: 18-21

TRANSFER BETWEEN DEPARTMENTS

June 7, 2021

BE IT ORDAINED BY THE CITY OF SOMERSWORTH, pursuant to Section 7.7 (D) of the City Charter, that the following General Fund unencumbered balance transfer be made:

<u>DEPARTMENTS</u>	<u>FROM</u>	<u>TO</u>
ELECTED LEADERSHIP		
CITY MANAGEMENT		
FINANCE AND ADMINISTRATION		
DEVELOPMENT SERVICES		
POLICE		60,000
FIRE		
PUBLIC WORKS	60,000	
CAPITAL EXPENSES (<i>DEBT SERVICE</i>)		
OTHER EXPENSES (<i>CONTINGENCY</i>)		
INTERGOVT ASSESSMENTS-COUNTY TAX		
SCHOOL DEPARTMENT		
	<hr/>	<hr/>
TOTAL GENERAL FUND	60,000	60,000

This Ordinance shall take effect upon passage.

Authorization

Sponsored by Councilors:

David A. Witham
Donald Austin
Martin P. Dumont, Sr.
Matt Gerding

Approved:

City Attorney

<u>Account</u>	<u>Budget</u>	<u>YTD Exp</u>	<u>Encumbrance</u>	<u>Balance</u>	<u>% Exp</u>	<u>Estimated</u>	<u>Estimated</u>
							<u>Year End</u>
General Fund							
Elected Leadership							
Mayor-Council	\$28,406	\$22,398	\$0	\$6,008	78.85%	\$2,140	\$3,867
Civic Promotions	\$13,050	\$15,635	\$0	(\$2,585)	119.81%	\$1,050	(\$3,635)
Community Support	\$107,780	\$107,280	\$0	\$500	99.54%	\$0	\$500
Total Elected Leadership	\$149,236	\$145,313	\$0	\$3,923	97.37%	\$3,190	\$732
City Management							
City Manager	\$390,939	\$372,890	\$0	\$18,049	95.38%	\$33,061	(\$15,012)
Administration	\$112,891	\$81,101	\$0	\$31,790	71.84%	\$10,500	\$21,290
Total City Management	\$503,830	\$453,991	\$0	\$49,839	90.11%	\$43,561	\$6,278
Finance and Administration							
Finance Department	\$382,908	\$364,265	\$0	\$18,643	95.13%	\$29,825	(\$11,182)
City Clerk	\$147,790	\$141,255	\$0	\$6,535	95.58%	\$13,785	(\$7,171)
Elections	\$17,850	\$28,305	\$0	(\$10,455)	158.57%	\$336	(\$10,791)
Tax Collector	\$253,764	\$240,949	\$0	\$12,815	94.95%	\$21,355	(\$8,539)
Human Services	\$234,581	\$127,797	\$0	\$106,784	54.48%	\$11,265	\$95,519
Library	\$284,938	\$233,599	\$3,688	\$47,650	83.28%	\$25,166	\$22,485
Assessing	\$166,420	\$132,413	\$10,198	\$23,809	85.69%	\$20,331	\$3,558
Total Finance and Administration	\$1,488,251	\$1,268,582	\$13,886	\$205,782	86.17%	\$122,064	\$83,878
Development Services							
Planning	\$306,857	\$269,116	\$0	\$37,741	87.70%	\$24,774	\$13,047
Economic Development	\$10,625	\$4,024	\$0	\$6,601	37.87%	\$1,030	\$5,571
Code Enforcement	\$209,286	\$188,261	\$0	\$21,025	89.95%	\$18,271	\$2,754
Recreation	\$210,125	\$111,659	\$5,755	\$92,711	55.88%	\$27,980	\$64,731
City Hall	\$170,639	\$141,564	\$0	\$29,075	82.96%	\$23,686	\$5,389
Total Developmental Services	\$907,532	\$714,624	\$5,755	\$187,153	79.38%	\$95,741	\$91,492

<u>Account</u>	<u>Budget</u>	<u>YTD Exp</u>	<u>Encumbrance</u>	<u>Balance</u>	<u>% Exp</u>	<u>Estimated</u>	<u>Estimated</u>
							<u>Year End</u>
Police							
Police Administration	\$447,035	\$413,774	\$4,608	\$28,653	93.59%	\$27,157	\$1,496
Patrol	\$2,232,159	\$2,091,840	\$0	\$140,319	93.71%	\$172,100	(\$31,781)
Investigations	\$813,695	\$774,663	\$0	\$39,032	95.20%	\$63,132	(\$24,099)
Police Support	\$471,742	\$5,919	\$357	\$831	1.33%	\$37,727	(\$29,323)
Traffic	\$32,026	\$11,868	\$0	\$20,158	37.06%	\$1,776	\$18,382
Prosecution	\$136,529	\$128,957	\$0	\$7,572	94.45%	\$11,389	(\$3,817)
Total Police	\$4,133,186	\$3,427,020	\$4,965	\$236,566	83.03%	\$313,281	(\$69,142)
Fire							
Fire Administration	\$255,507	\$223,328	\$0	\$32,179	87.41%	\$25,642	\$6,537
FireFighting	\$2,027,724	\$1,827,007	\$4,931	\$195,786	90.34%	\$178,253	\$17,533
Total Fire	\$2,283,231	\$2,050,335	\$4,931	\$227,964	90.02%	\$203,895	\$24,070
Public Works and Utilities							
Public Works Admin	\$1,372,083	\$1,191,974	\$5,225	\$174,884	87.25%	\$113,355	\$61,529
Street Maintenance	\$1,158,409	\$197,877	\$10,680	\$949,852	18.00%	\$941,453	\$8,399
Snow Removal	\$158,600	\$101,290	\$9,983	\$47,327	70.16%	\$5,900	\$41,427
Street Lighting	\$106,700	\$72,510	\$0	\$34,190	67.96%	\$34,120	\$70
Equipment Maintenance	\$76,560	\$71,707	\$0	\$4,853	93.66%	\$6,500	(\$1,647)
City Engineering	\$145,717	\$112,313	\$0	\$33,404	77.08%	\$12,080	\$21,324
Buildings and Grounds	\$74,560	\$45,036	\$19,574	\$9,950	86.65%	\$10,489	(\$539)
Cemetery	\$8,770	\$1,588	\$0	\$7,182	18.11%	\$6,935	\$247
Solid Waste Collection	\$248,561	\$210,764	\$0	\$37,797	84.79%	\$39,460	(\$1,663)
Total Public Works	\$3,349,960	\$2,005,059	\$45,462	\$1,299,438	61.21%	\$1,170,292	\$129,146

<u>Account</u>	<u>Budget</u>	<u>YTD Exp</u>	<u>Encumbrance</u>	<u>Balance</u>	<u>% Exp</u>	<u>Estimated</u>	<u>Estimated</u>
							<u>Year End</u>
Capital Expenses							
Transfer to Debt Service	\$616,684	\$616,674	\$0	\$10	100.00%	\$0	\$10
Capital Leases	\$266,362	\$266,361	\$0	\$1	100.00%	\$0	\$0
Transfer to Other Capital Funds	\$131,081	\$131,081	\$0	\$0	100.00%	\$0	\$0
Total Capital Assets	\$1,014,127	\$1,014,116	\$0	\$11	100.00%	\$1	\$10
Other Expenses							
Contingency	\$76,000	\$14,877	\$0	\$61,123	19.57%	\$5,000	\$56,123
Intergovt Transfers	\$2,663,741	\$2,663,741	\$0	\$0	100.00%	\$0	\$0
Total Other Expenses	\$2,739,741	\$2,678,618	\$0	\$61,123	97.77%	\$5,000	\$56,123
Capital Outlay							
Total Capital Outlay	\$892,939	\$476,373	\$20,031	\$396,535	55.59%	\$398,388	(\$1,853)
TOTAL CITY GENERAL FUND	\$17,462,033	\$14,234,033	\$95,031	\$2,668,333	82.06%	\$2,355,412	\$320,734



City of Somersworth – Ordinance

Ordinance No: 19-21

TO AMEND CHAPTER 34, EXEMPTIONS AND CREDITS, SECTION 34.2 VETERAN'S PROPERTY TAX CREDIT AND SECTION 34.3 SERVICE-CONNECTED TOTAL DISABILITY

June 7, 2021

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the Ordinances of the City of Somersworth as amended, be further amended as follows:

Delete sections 34.2 and 34.3 in their entirety and replace with the following;

Section 34.2 Veteran's Property Tax Credit

The City adopts the provisions of RSA 72:28, V and VI for an optional Veteran's exemption and an expanded qualifying war service for veterans seeking the exemption. The Veteran's tax credit shall be \$750 effective April 1, 2022,

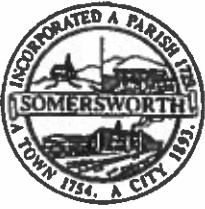
And,

Section 34.3 Service Connected Total Disability

The City adopts the provisions of RSA 72:35, for an optional property tax credit on residential property for a service connected total disability. The service connected total disability tax credit shall be \$2,500, effective April 1, 2022.

This Ordinance shall take effect upon its passage.

Authorization	
<i>Sponsored by:</i> David A. Witham Donald Austin Matt Gerding Martin Dumont, Sr.	<i>Approved:</i> City Attorney



City of Somersworth

1 Government Way – Somersworth, NH 03878

MEMORANDUM

TO : Scott Smith, Deputy City Manager/Finance Director
FROM : Marybeth Walker, City Assessor

RE : Available Options for Veteran Tax Credits
DATE : May 21, 2021

There are many changes that have occurred over the past few years for Veteran tax credits. The changes are optional for each community. Any potential changes to the current Veteran credits would need to be voted in by the City Council. If the City were to not take action, then the tax credits would remain the same as they are now.

The application deadline for all exemptions and credits is April 15th each year. For any changes to be made for the 2022 tax year there should be a vote taken no later than April 1, 2022.

Below is a list of the changes to the laws in regards to veteran credits.

1. **Regular Veteran credit:** The City of Somersworth currently has voted in the "optional" tax credit in the amount of \$500. The "optional" amount that a City can vote for the regular veteran credit is \$51 to \$750. (To receive the regular veteran credit, you must serve 90 active duty during certain war times, be honorably discharged and the Somersworth City Council would need to vote to adopt the legislation if they wanted to adopt any of the following changes. (RSA 72:28)
2. **All Veteran credit:** The City of Somersworth currently does not have the "All" veteran credit. This credit allows a veteran that has served 90 days active duty and has an honorable discharge, and has been a resident in New Hampshire for 1 year to receive the credit. If the City of Somersworth were to implement this credit under this section it shall be the same as the amount of the optional veteran's tax credit in effect in the City which is currently \$500. (RSA 72:28-b)
3. **Service-Connected total disability:** The City of Somersworth currently has the optional tax credit of \$2,000 for Veteran's who meet the qualifications to receive the Service-Connected total disability. The optional amount that can be voted in by the City is \$51 to \$4,000. (RSA 72:35)
4. **Surviving Spouse:** The surviving spouse of any person who was killed or died while on active duty in the armed forces of the United States or any of the armed forces of any of the governments associated with the United States in the wars, conflicts or armed conflicts, or combat zones set forth in RSA 72:28, shall receive a tax credit in the amount of \$700 for the taxes due upon the surviving spouse's real and personal property, whether residential or not, in the same municipality where the surviving spouse is a resident.
II. Upon the adoption of this paragraph by a city or town as provided in RSA 72:27-a, the surviving spouse of any person who was killed or died while on active duty in the armed forces of the United States or any of the armed forces of any of the governments associated with the United States in the wars, conflicts or armed conflicts, or combat zones set forth in RSA 72:28, shall receive a tax credit in the amount from \$701 up to \$2,000 for the taxes due upon the surviving spouse's real and personal property, whether residential or not, in the same municipality where the surviving spouse is a resident. (RSA 72:29a) Somersworth currently \$2,000.

Currently the City has 354 regular veteran's credits receiving a \$500 tax credit off the tax bill, 32 Service-connected total disabled veteran credits receiving \$2,000 tax credit off the tax bill and no surviving spouse credits.



City of Somersworth

1 Government Way – Somersworth, NH 03878

MEMORANDUM

TO : Scott Smith, Deputy City Manager/Finance Director
FROM : Marybeth Walker, City Assessor

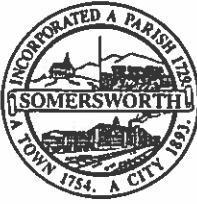
RE : Veteran Credits

DATE : May 21, 2021

The following table presents the information requested regarding veteran credits including a comparison to other municipalities located in Strafford County.

The chart below shows the amounts in each of the municipalities in Strafford County, (effective date 04/01/2021)

Town/City	Regular Veteran RSA:72:28	Total Disabled RSA:72:35	surviving spouse RSA 72:29-a	All Veteran Credit
BARRINGTON	\$ 550	\$ 3,050	\$ 3,050	\$550
DOVER	\$ 750	\$ 4,000	\$ 4,000	\$750
DURHAM	\$ 500	\$ 2,000	\$ 2,000	
FARMINGTON	\$ 500	\$ 2,000	\$ 2,000	
LEE	\$ 500	\$ 1,400	\$ 1,400	\$500
MADBURY	\$ 500	\$ 2,000	\$ 700	
MIDDLETON	\$ 400	\$ 2,000	\$ 700	
MILTON	\$ 500	\$ 1,400	\$ 1,400	\$500
NEW DURHAM	\$ 500	\$ 1,400	\$ 700	\$500
ROCHESTER	\$ 300	\$ 2,000	\$ 2,000	
SOMERSWORTH	\$ 500	\$ 2,000	\$ 2,000	
STRAFFORD	\$ 200	\$ 700	\$ 700	
Mandatory amount	\$ 50	\$ 700	\$ 700	
Optional Range	\$50-\$750	\$701-\$4,000	\$701-\$2000	Same as Regular Veteran Credit
Somersworth Currently receiving credit	354	32	0	0
Impact on community- current	\$177,000	\$64,000		



City of Somersworth – Ordinance

Ordinance No: 20-21

TO AMEND CHAPTER 34, EXEMPTIONS AND CREDITS, SECTION 34.1 ELDERLY PROPERTY TAX EXEMPTION

June 7, 2021

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the Ordinances of the City of Somersworth as amended, be further amended as follows:

Delete section 34.1 A in it's entirety and delete section 34.1 B 2, and replace with the following;

Section 34.1 Elderly Property Tax Exemption

A. Amount of Exemption

The elderly exemptions from property tax in the City of Somersworth, based on assessed value, for qualified taxpayers, are as follows, effective April 1, 2022.

1. For a person 65 years of age up to 74 years, Sixty-Five Thousand (\$65,000) Dollars.
2. For a person 75 years of age up to 79 years, Eighty Thousand (\$80,000) Dollars.
3. For a person 80 years of age or older, Ninety Thousand (\$90,000) Dollars.;

And

B. Qualifications

2. The taxpayer must have a net income of not more than Thirty-Five Thousand, (\$35,000) Dollars or, if married, a combined net income of less than Fifty Thousand (\$50,000) Dollars.

This Ordinance shall take effect upon its passage.

Authorization	
<i>Sponsored by:</i> David A. Witham Richard Michaud Donald Austin Nancie Cameron Matt Gerding Martin Dumont, Sr.	<i>Approved:</i> City Attorney



04/16/2021

Marybeth G. Walker
City Assessor

To: Scott Smith, Deputy City Manager
Re: Elderly Exemption

In 2015 the City Council voted to increase the elderly exemptions amounts. In 2019 we performed a City-wide update to the assessed values. The residential building and two acres of land are not considered as part of the assets; therefore the increase in assessed values did not affect the asset limit. There were 4 properties that were valued under \$50,000 the home owners were receiving the \$50,000 elderly exemption and as a result they did not previously pay a tax bill. The assessed values now exceed \$50,000 and they are now paying taxes on the difference.

I have reviewed Somersworth's elderly exemptions in relationship to other NH communities. We are currently at or a little below the median level for Income and Asset limits but below the median level on the exemption amount; (the amount that comes off of the assessed value.)

I am recommending an incremental increase to the exemption amount.

- Increase Exemption amount for persons aged 65 to 74 from \$50,000 to \$65,000
- Increase Exemption amount for persons aged 75 to 79 from \$65,000 to \$80,000
- Increase Exemption amount for persons aged 80 and up from \$75,000 to \$90,000
- Increase the single Income amount from \$32,000 to \$35,000.

Using the current elderly exemptions in place, I estimate a \$750,000 reduction in assessed value if the resolution is adopted. A \$750,000 reduction in assessed value would have an estimated \$0.02 impact on the City's tax rate.

	Income Single	Income Married	Asset Limits	Exemption 65 to 74	Exemption 75 to 79	Exemption 80 up
Current Guidelines	\$ 32,000	\$ 50,000	\$ 100,000	\$ 50,000	\$ 65,000	\$ 75,000
Assessor Recommend	\$ 35,000			\$ 65,000	\$ 80,000	\$ 90,000

Town/City	Income Single	Income Married	Asset Limits	Exemption 65 to 74	Exemption 75 to 79	Exemption 80 up
MIDDLETON	\$ 30,000	\$ 40,000	\$ 75,000	\$ 20,000	\$ 25,000	\$ 30,000
STRAFFORD	\$ 30,000	\$ 40,000	\$ 75,000	\$ 30,000	\$ 40,000	\$ 50,000
MILTON	\$ 30,000	\$ 40,000	\$ 75,000	\$ 42,500	\$ 64,000	\$ 85,000
NEW DURHAM	\$ 26,000	\$ 35,000	\$ 60,000	\$ 45,000	\$ 65,000	\$ 90,000
SOMERSWORTH	\$ 32,000	\$ 50,000	\$ 100,000	\$ 50,000	\$ 65,000	\$ 75,000
ROLLINSFORD	\$ 32,000	\$ 36,000	\$ 100,000	\$ 50,000	\$ 75,000	\$ 100,000
MADBURY	\$ 35,000	\$ 45,000	\$ 180,000	\$ 60,000	\$ 80,000	\$ 100,000
FARMINGTON	\$ 30,000	\$ 60,000	\$ 75,000	\$ 75,000	\$ 95,000	\$ 125,000
ROCHESTER	\$ 35,000	\$ 50,000	\$ 100,000	\$ 75,000	\$ 100,000	\$ 125,000
BARRINGTON	\$ 36,000	\$ 50,000	\$ 125,000	\$ 85,000	\$ 127,500	\$ 161,500
DOVER	\$ 42,000	\$ 57,000	\$ 169,800	\$ 115,000	\$ 162,000	\$ 207,000
DURHAM	\$ 38,000	\$ 52,000	\$ 200,000	\$ 125,000	\$ 175,000	\$ 225,000
LEE	\$ 46,500	\$ 59,400	\$ 222,500	\$ 174,000	\$ 210,000	\$ 270,000
MEDIAN	\$ 33,500	\$ 50,000	\$ 100,000	\$ 67,500	\$ 87,500	\$ 112,500
AVERAGE	\$ 34,375	\$ 47,867	\$ 123,525	\$ 77,208	\$ 104,875	\$ 134,458

Chapter 34

Exemptions and Credits

Created, May 20, 2019

EXEMPTIONS AND CREDITS

Section 34.1 Elderly Property Tax Exemption

A. Amount of Exemption

The elderly exemptions from property tax in the City of Somersworth, based on assessed value, for qualified taxpayers, are as follows, effective April 1, 2022~~46~~.

1. For a person 65 years of age up to 74 years, ~~Sixty-Five Thousand (\$65,000) Fifty Thousand (\$50,000)~~ Dollars.
2. For a person 75 years of age up to 79 years, ~~Eighty Thousand (\$80,000) Sixty-Five Thousand (\$65,000)~~ Dollars.
3. For a person 80 years of age or older, ~~Ninety Thousand (\$90,000) Seventy-Five Thousand (\$75,000)~~ Dollars.

B. Qualifications

1. The taxpayer must be a New Hampshire resident for at least three (3) years and own the real estate individually or jointly or, if the real estate is owned by such person's spouse, they must have been married at least five (5) years.
2. The taxpayer must have a net income of not more than ~~Thirty-Five Thousand (\$35,000) Thirty-Two Thousand, (\$32,000)~~ Dollars or, if married, a combined net income of less than Fifty Thousand (\$50,000) Dollars.
3. The taxpayer must not own assets in excess of One-Hundred Thousand (\$100,000) Dollars, excluding the value of the person's residence and up to 2 acres of land.
4. The property cannot have been transferred to the applicant, from a person under the age of 65, if they were related to the applicant by blood or marriage, within the past five (5) years, per RSA 72:40-a, or as subsequently amended.
5. The property must meet the definition of a residential real estate, per RSA 72:29-II, or as subsequently amended, which includes the housing unit which is the person's principal home and related structures. It does not include attached dwelling units and unattached structures used or intended for commercial or other non-residential purposes.

C. Application

1. The application form for tax exemption, as authorized by RSA 72:33, or as subsequently amended, must be filed by the taxpayer with the Assessing Department by April 15th, prior to the setting of the tax rate and showing that the applicant was duly qualified upon April 1st of the year in which the exemption or tax credit is first claimed
2. The following documentation must be provided at the time of application:
 - List of assets, value of each asset, net encumbrance and net value of each asset (Provide year end statements for each of the assets);
 - Statement of applicant and spouse's income;
 - W-2 and 1099 forms;
 - Federal Income Tax Forms;
 - State Interest and Dividends Tax Form;
 - Property Tax Bill for any other property owned;
 - November and December bank statements for all accounts;
 - Copy of license or birth certificate;
 - Copy of Vehicle registrations.
3. Additional documentation may be requested to verify income and assets. Documents are considered confidential and are returned to the applicant at the time a decision is made on the application

Section 34.2 Veteran's Property Tax Credit

The City adopts the provisions of RSA 72:28, V and VI for an optional veterans' exemption and an expanded qualifying war service for veterans seeking the exemption. ~~The veterans' tax credit shall be \$250 with \$50 additional tax credit each successive tax year of 2005 through 2009. This veteran's tax credit of \$750 shall be effective April 1, 2022, for the tax amounts due for tax year 2004 (final bill due December 2004).~~

<u>Effective</u>	<u>Veteran's Tax Credit Amount</u>				<u>Tax Year</u>
	\$250	2004	\$350	2006	\$450
2008	\$300	2005	\$400	2007	\$500
2009					

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Section 34.3 Service Connected Total Disability

The City adopts the provisions of RSA 72:35, for an optional property tax credit on residential property for a service connected total disability. The service connected total disability tax credit shall be ~~\$2,000~~ \$2,500, effective April 1, 2022.

Section 34.4 Surviving Spouse

The City adopts the provisions of RSA 72:29A, for an optional property tax credit for surviving spouses. The surviving spouse tax credit shall be \$2,000.

Section 34.5 Exemption for the Blind

Every inhabitant who is legally blind as determined by the administrator of blind services of the vocational rehabilitation division of the education department shall be exempt each year on the assessed value for property tax purposes of his/her residential real estate to the value of \$25,000. The term "residential real estate" as used in this section shall mean the same as defined in RSA 72:29. All applications made under this section shall be subject to the provisions of RSA 72:33 and RSA 72:34. This exemption shall be effective as of April 1, 1993.

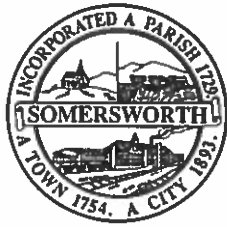
Section 34.6 Solar Exemption

The City adopts the provisions of RSA 72:61-64, an exemption from the assessed value for property tax purposes, for persons owning real property which is equipped with a solar energy system as defined in RSA 72:61. Such Solar property tax exemption shall be in an amount equal to 100% of the assessed value of qualifying solar energy system equipment as defined in RSA 72:61 and as may be amended. This exemption shall be effective for the tax year that begins April 1, 2017.

Section 34.7 Exemption for Prisoners of War

Pursuant to RSA 261:157-a, the City of Somersworth hereby waives the fee charged for a permit to register one motor vehicle owned by any person who was captured and incarcerated for 30 days as defined in RSA 72:28 IV, and who was honorably discharged, provided the person provides to the Tax Collector satisfactory proof of these circumstances.

This ordinance shall take effect upon its passage, and any person entitled to said waiver who registered one vehicle prior to the effective date and after September 1, 1985, shall be entitled to a refund upon application and proper documentation.



City of Somersworth – Resolution

Resolution No: 38-21

**CITY COUNCIL VOTE TO ADOPT THE LAND TRUST ALLIANCE
STANDARDS AND PRACTICES FOR MAINTAINING THE FURBER
MEMORIAL CHAPEL AT THE FOREST GLADE CEMETERY IN
COMPLIANCE WITH LCHIP HISTORIC PRESERVATION FUNDING**

June 7, 2021

WHEREAS, the City of Somersworth has a long history of preserving historic buildings and the Furber Chapel is a principal structure contributing to the Forest Glade Cemetery being selected on the National Register of Historic Places, and

WHEREAS, the City of Somersworth has received a \$30,000 grant from the New Hampshire Land and Community Heritage Investment Program (LCHIP) for the replacement of the slate roof at the Furber Chapel at the Forest Glade Cemetery; and

WHEREAS, LCHIP requires all recipients to be willing to commit to and show evidence of adopting the appropriate components of the Land Trust Alliance Standards and Practices which outlines key principles to follow in continuing to preserve historic properties using LCHIP funding; and

WHEREAS, the City of Somersworth has reviewed the following Standards and Practices and agrees that these are consistent with our commitment to ethics, governance, accountability, and long-term stewardship of our historic assets such as the Furber Chapel;

- The organization should maintain high ethical standards and have a mission committed to community service and public benefit.
- The organization should fulfill all legal requirements, either as a nonprofit tax-exempt organization or as a public entity, and comply with all laws.
- The City's Policy Board/City Council should act ethically in conducting the affairs of the organization and carry out their legal and financial responsibilities as required by law.
- The organization should have policies and procedures to avoid or manage real or perceived conflicts of interest.
- The organization should conduct fundraising activities in a lawful, ethical and responsible manner.
- The organization should be responsible and accountable for how it manages its finances and assets.
- The organization should have sufficient personnel to carry out its programs, whether volunteers, staff and/or consultants/contractors.
- The organization should have a program of responsible stewardship for its preservation easements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT that the City of Somersworth hereby adopts the Land Trust Alliance Standards and Practices for maintaining the Furber Memorial Chapel at Forest Glade Cemetery and commits to implementing these applicable standards.

Authorization			
<i>Sponsored by:</i> Mayor Dana S. Hilliard		<i>Approved:</i> City Attorney	
City of Somersworth – Resolution 38-21			
History			
First Read Date:	06/07/2021	Tabled:	
Public Hearing:		Removed from Table:	
Second Read:			
Discussion			

Voting Record		YES	NO
Ward 1 Councilor	Pepin		
Ward 2 Councilor	Vincent		
Ward 3 Councilor	Dumont		
Ward 4 Councilor	Austin		
Ward 5 Councilor	Michaud		
At Large Councilor	Witham		
At Large Councilor	Gerding		
At Large Councilor	Cameron		
At Large Councilor	Paradis		
TOTAL VOTES:			
On	Resolution 38-21	PASSED	FAILED



MEMORANDUM from Director Public Works & Utilities

Date: June 3, 2021

To: Bob Belmore, City Manager
Scott Smith, Deputy City Manager, Director of Finance

From: Michael J. Bobinsky, Director of Public Works and Utilities

Re: Adopting Land Trust Alliance Standards and Practices for Maintaining the Furber Chapel.

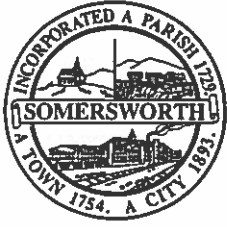
The City must adopt the Land Trust Alliance Standards and Practices as a condition of the \$30,000 New Hampshire Land and Community Heritage Investment Program (LCHIP) Grant the City received to restore the failing slate roof on the Furber Chapel. The Standards and Practices of the Land Trust Alliance are principles and guidelines developed by organizations devoted to conserving natural resources and historic properties. As indicated by George Born, Grants Manager with the LCHIP program, the City needs to specifically agree that the Standards and Practices are consistent with the City's commitment to ethics, governance, accountability and long-term stewardship of the Furber Chapel.

Standards and Practices:

- The organization should maintain high ethical standards and have a mission committed to community service and public benefit.
- The organization should fulfill all legal requirements, either as a nonprofit tax-exempt organization or as a public entity, and comply with all laws.
- The City's Policy Board/City Council should act ethically in conducting the affairs of the organization and carry out their legal and financial responsibilities as required by law.
- The organization should have policies and procedures to avoid or manage real or perceived conflicts of interest.
- The organization should conduct fundraising activities in a lawful, ethical and responsible manner.
- The organization should be responsible and accountable for how it manages its finances and assets.
- The organization should have sufficient personnel to carry out its programs, whether volunteers, staff and/or consultants/contractors.
- The organization should have a program of responsible stewardship for its preservation easements.

These standards and practices are consistent with the City of Somersworth's policies and procedures. In addition, we recently established a Stewardship Plan that outlines the City's commitment to maintaining the Furber Chapel.

Council Resolution adopting the Land Trust Alliance Standards and Practices has been prepared for consideration to demonstrate the City's commitment for adopting these standards.



City of Somersworth – Resolution

Resolution No: 39-21

AUTHORIZING THE CITY MANAGER TO ENTER INTO A GRANT AGREEMENT WITH THE STATE OF NEW HAMPSHIRE DIVISION OF HISTORICAL RESOURCES FOR A CERTIFIED LOCAL GOVERNMENT (CLG) GRANT TO PERFORM AN UPDATE TO THE CITY'S HISTORICAL SURVEY FORMS

June 7, 2021

WHEREAS, the City of Somersworth has applied for a CLG Grant to the State of New Hampshire by and through the Department of Cultural Resources; and

WHEREAS, the City of Somersworth has received notification of a \$4,500.00 Grant Award; and

WHEREAS, the City of Somersworth is matching this Award with in-kind professional services and funds for printing and postage; and

Explanation of Total Project Grant Breakdown

City Match	=	\$1,500 In-Kind Services
<u>State of NH Grant</u>	=	<u>\$4,500</u>
Total Project Cost	=	\$6,000

WHEREAS, the Grant will allow the City of Somersworth in 2021 to hold four educational workshops that support the owners of historic homes providing information about the Historic District.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City Manager is authorized to execute any documents, agreements and take any and all such actions on behalf of the City, for this and any future New Hampshire Division of Historical Resources Certified Local Government Grant to complete the historic educational workshops which may be deemed necessary for the execution of this grant as well as future awards.

Authorization

Sponsored by request:
Mayor Dana S. Hilliard

Approved:
City Attorney



DATE: June 3, 2021
TO: Robert Belmore, ICMA-CM
City Manager
FROM: Michelle Mears, AICP
Director of Planning and Community Development

Re: Certified Local Government Grant 2021 Award

The City of Somersworth has been awarded the Certified Local Government Grant for 2021 to hold educational workshops for residents of Somersworth within the Historic District. The session will provide information such as researching historic properties, energy efficiency, and retrofitting older buildings. New Hampshire Division of Historic Resources (NHDHR) Certified Local Government Grant total project cost of \$6,000 (the grant request is for a total of \$4,500 and \$1,500 will in-kind match).



NEW HAMPSHIRE DIVISION OF HISTORICAL RESOURCES

State of New Hampshire, Department of Natural and Cultural Resources
19 Pillsbury Street, Concord NH 03301-3570

603-271-3483
603-271-3485

FAX 603-271-3433 preservation@dncr.nh.gov Voice/TDD RELAY ACCESS 1-800-735-2964

Instructions to Grantees

The following contract materials are needed from grantees to process your grant payment (details outlined below). Use this checklist to ensure that all appropriate materials are provided to the DHR:

- ☐ Grant Agreement
- ☐ Certificate of Municipality
- ☐ Scope of Work
- ☐ Certificate of Insurance
- ☐ SF-424B or Sf-424D (as appropriate)

Item 1:

Municipalities should execute a Certificate of Municipality **before** the Grant Agreement is signed. This certificate designates who is authorized by the town or city to enter into agreements and contracts. **Dates are VERY IMPORTANT on this form! The date of the meeting of the town to accept the grant to appoint the legal signer must be either before or the same day that you sign all the other grant documents (not after). Sign and notarize the Certificate of Municipalities before or on the same day you sign and notarize the grant agreement.** Keep a copy for your files.

1. It is important that the person signing the Certificate of Municipalities be previously authorized to do so by the board.
2. Where the secretary or clerk is to sign, this must be the secretary or clerk of the town.

Item 2:

Grant Agreement

After completing Step 1, execute the enclosed Grant Agreement. Sign and date the agreement in front of a notary ***so the dates are the same***. Keep one copy for your files and return one to the DHR.

Item 4:

Scope of Work

Please submit a scope of work detailing the work to be accomplished under the grant as well as the name(s) of the contractor(s) doing the work.

Item 5:

Certificate of Insurance

This is the municipality's Certificate of Insurance, not the contractor for your proposed project. Comprehensive General Liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and fire and extended coverage insurance covering all property subject to in an amount not less than 80% of the whole replacement value of the property; and Workers' Compensation . *The policies shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire. The Contractor shall furnish to the Contracting Officer, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.*

Please have the Department of Natural and Cultural Resources, 172 Pembroke Road, Concord, NH 03301 listed as the additional certificate holder.

Item 6:

SF-424 Series

This is a series of forms from the Federal government that must be completed. The SF-424B is for non-construction projects and the SF-424D is for construction projects. They should be signed by the person authorized to enter into contracts with the State.

If you have any questions, please contact Brandee Loughlin at Brandee.R.Loughlin@dn-cr.nh.gov.

GRANT AGREEMENT Grant # CLG-P21AS00231-07

New Hampshire Division of Historical Resources

This agreement between the State of New Hampshire, Division of Historical Resources (hereinafter "DHR") and the City of Somersworth (hereinafter "Grantee") is to witness receipt of funds subject to the following conditions:

1. GRANT PERIOD: Pending Contract Execution – September 30, 2022
2. OBLIGATION OF THE GRANTEE: The Grantee agrees to accept \$4,500 and apply it to the project(s) described in the grant application and approved budget referenced herein. In the performance of this grant agreement the Grantee is in all respects an independent contractor and is neither an agent nor employee of the State.

An acknowledgement of National Park Service support must be made in connection with the publication or dissemination of any printed, audio-visual, or electronic material based on, or developed under, any activity supported by Historic Preservation Fund grant funds, in the form of the following statement:

The activity that is the subject of this [type of publication] has been financed in part with Federal funds from the National Park Service, U.S. Department of the Interior. However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior.

The Grantee agrees to abide by the limitations, conditions and procedure outlined herein and in the attached appendices. If appropriated funds for this grants program are reduced or terminated, all payments under this grant may cease.

3. PAYMENT will be made according to the schedule in section B of the attached appendices, following Governor and Executive Council Approval, if applicable.
4. FINAL REPORT: The Grantee agrees to submit a final financial and project report in a format provided by the DHR, no more than 30 days after the end of the grant period.
5. SOVERIGN IMMUNITY: No provision of this contract is to be deemed a waiver of sovereign immunity by the State of New Hampshire.

DEPARTMENT OF NATURAL
AND CULTURAL RESOURCES

Sarah L. Stewart, Commissioner Date

DIVISION HISTORICAL RESOURCES

Benjamin H. Wilson, Date
State Historic Preservation Officer

GRANTEE

Name _____
Address _____

Authorized Signature _____

STATE OF NEW HAMPSHIRE, COUNTY OF

The foregoing statement was acknowledged before me
this _____ day of _____ 20 _____

Signature of Notary Public Commission Expires

Approved as to form, substance and execution:

Office of Attorney General Date

EXHIBIT A: SCOPE OF SERVICES

- A.1. The Grantee agrees to provide and maintain supervision of the project by a person or persons, whose professional qualifications meet the criteria of 36 CFR 61 and which have received prior approval of the Division of Historical Resources, and to ensure that the grant-assisted work conforms to the applicable Secretary of the Interior's Standards and Guidelines. The Grantee also agrees that work performed under this Agreement shall in all respects conform to high professional standards and shall be coordinated with the Division of Historical Resources.
- A.2. It is understood and agreed by the Grantee that costs and/or matching share associated with development of any final products which do not conform to the terms and conditions of this Agreement, or which do not meet the appropriate Secretary of the Interior's Standards for Planning, Identification, Evaluation and Registration, as determined by the State Historic Preservation Officer, shall not be reimbursed.
- A.3. Scope, Products, and Schedule:
(a) Scope and Products: These shall be as described in, and shall be performed and produced in accordance with, the Project Notification for this project (a copy of which is incorporated into this agreement as item A.4), as approved by the National Park Service, subject to any subsequent modifications or amendments which are approved in writing by the Division of Historical Resources and/or the National Park Service.

(b) Schedule: Begin date: Pending Contract Execution end date: September 30, 2022

(c) Standards: The applicable Secretary of the Interior's Standards and Guidelines for this contract are those for: Planning, Identification, Evaluation and Registration.
- A.4. The Project Notification for this project is incorporated into Exhibit A.
- A.5. The Grantee understands and agrees that the project scope of work products, budget, and performance/reporting milestones, as approved by the Division of Historical Resources and specified in this Agreement, shall not be changed without prior written approval of the Division of Historical Resources.

EXHIBIT B: GRANT PRICE AND METHOD OF PAYMENT

- B.1. Compensation to the Grantee for approved project work under this Agreement shall be on a reimbursable matching basis, not to exceed one hundred percent (100%) of the allowable costs and matching share incurred by the Grantee in carrying out the approved project work during the approved project period. Compensation to the Grantee for its own participation in the project shall not include profit, or other increment above cost in the nature of profit. Work is to be performed by the Grantee in conformance with the Scope of Services, as described in Exhibit A above, for federal reimbursement from the Historic Preservation Fund by and through the New Hampshire Division of Historical Resources, for an amount not to exceed Four Thousand Five-Hundred Dollars (\$4,500) subject to:

(a) The Grantee's submission of itemized invoices, and progress reports, on a quarterly basis, in a format specified by the Division of Historical Resources;

(b) The Grantee's submission of a Final Project Report which contains a comparison of the projected Scope and Budget to the actual Scope and Budget; and

(c) The Grantee's completion of approved project work in a manner satisfactory to the Division of Historical Resources.
- B.2. The final payment shall not be less than twenty-five percent (25%) of the total compensation due the Grantee; it shall be retained by the Division of Historical Resources until all of the obligations of the Grantee pursuant to this Agreement have been completed, all necessary documentation of same has been submitted to and approved by the Division of Historical Resources, and all work and products accomplished under this Agreement have been accepted by the Division of Historical Resources.

- B.3. It is expressly understood and agreed that the Grantee shall compile cost documentation in a form and manner specified by the Division of Historical Resources, and that it shall be forwarded to the Division of Historical Resources and retained by the Division for state and federal audits.
- B.4. Invoices and progress reports shall be submitted to the Division of Historical Resources on a quarterly basis as follows:
- October 31, 2021**
January 31, 2022
April 30, 2022
June 30, 2022 Project Completion Deadline
September 30, 2022 Final Project Report Due

EXHIBIT C: SPECIAL PROVISIONS

- C.1. The work performed pursuant to this Agreement is to be treated as non-federal matching share for a Historic Preservation Fund matching grant-in-aid from the National Park Service of the U.S. Department of the Interior, to the State of New Hampshire, by and through the Division of Historical Resources. Under the terms of the grant, the State of New Hampshire and the Division of Historical Resources are administratively responsible for obtaining the Grantee's compliance with all terms of the assistance, with the Historic Preservation Fund program policies and procedures.
- C.2. The Grantee agrees to comply with all applicable federal, state, and local laws, statutes, codes, ordinances, and regulations including Title VI, section 504, and with the Americans with Disabilities Act. In addition to the terms detailed in this Agreement, all federal requirements governing grants and/or contracts are applicable, including Office of Management and Budget Circulars, Revised, A-87 or A-122, A-102 or A-110, and A-128(the Single Audit Act of 1984). The Grantee will submit a copy of the Single Audit for the time period of the Grant as soon as the Audit has been completed. Failure to comply with this condition may affect the Contractor's eligibility to receive future grants.
- C.3. The Grantee agrees to be solely responsible for all bills or claims for payment rendered by any sub consultants, associates, or others, and for all services and materials employed in its work, and to indemnify and save harmless the Division of Historical Resources and all of its officers, agents, employees, and servants, against all suits, claims, or liability of every name and nature arising out of or in consequence of the acts or failures to act of the Grantee and its associates, employees, or sub consultants, in the performance of the work covered by this Agreement. No portion of this Agreement shall be understood to waive the sovereign immunity of the State of New Hampshire.
- C.4. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create the public or any member thereof a third party beneficiary hereunder, or to authorize any one not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The duties, obligations, and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.
- C.5. The attached document, "Conditions and Assurances for Historic Preservation Fund Projects," as executed by the Grantee, is incorporated into Exhibit C.

Municipality Certification of Authority

I, _____ (Name), hereby certify/attest that I am duly elected Clerk/Secretary of _____ (Name of Municipality), New Hampshire. I hereby certify the following is a true copy of the resolution adopted during a meeting of the Municipality Officers, duly called and held on _____, 20 __, at which a quorum of the Municipality Officers were present and voting.

RESOLVED: That _____ (Name and Title of Official Signing the Agreement) is duly authorized to enter into contracts or agreements on behalf of _____ (Name of Municipality) with the State of New Hampshire, acting by and through the Department of Natural and Cultural Resources, and is further authorized to execute any documents on behalf of this Municipality which may be in his/her judgement desirable or necessary to effect the purpose of this resolution.

I hereby certify that the foregoing resolution has not been amended or repealed and remains in full force and effect as of _____, 20 __. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the Municipality. This authority **remains valid for thirty (30) days** from the date of this certificate.

DATED: _____

ATTEST: _____
(Secretary/Clerk Signature Completing this Certificate)

STATE OF _____

COUNTY OF _____

On this the ____ day of _____, 20 __, before me _____, the undersigned officer, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set me hand and official seal:

Justice of the Peace / Notary Public

My Commission Expires:

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE	
APPLICANT ORGANIZATION	DATE SUBMITTED June 2, 2021	

NH DIVISION OF HISTORICAL RESOURCES
19 Pillsbury Street, Second Floor
CONCORD NH 03302-2043
603-271-3483
FAX 603-271-3433

PROJECT NOTIFICATION

PROJECT TITLE: Historic Preservation Workshop Series
GRANT NUMBER: CLG-P21AS00231-070

AREA AFFECTED BY PROJECT: Somersworth

FEDERAL SHARE: 4,500

CONGRESSIONAL DISTRICT: 01

NONFEDERAL SHARE: 3,000

TOTAL PROJECT COST: 7,500

1. SUBGRANTEE:

Name: City of Somersworth
Address: One Government Way, Somersworth, NH 03878
Contact Person: Michelle Mears

- 2. PURPOSE:** The Somersworth Historic District Commission will present four workshops about historic preservation to the public: 1. How to Research the History of Your Property; 2. Tips for Restoring Your Historic Property; 3. Somersworth's Architectural Styles & Neighborhoods; and 4. Energy Efficiency and Retrofitting Your Historic Home.

Products: A four-part workshop series that will educate the community about local history and preservation best practices.

3. BEGINNING/ENDING DATES:

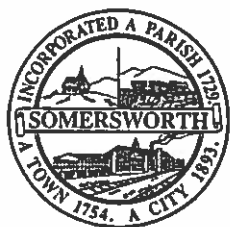
From: Pending contract execution
To: September 30, 2022

- 4.** No program income will be generated.

- 5.** As the fully authorized representative, I certify that this subgrant will be administered, and work will be performed, in accordance with the Historic Preservation Fund grants Manual, and the Secretary of the Interior's "Standards and Guidelines for Planning, Identification, Evaluation, & Registration." All documentation required by the Historic Preservation Fund Grants Manual will be maintained on file for audit and State Program Review purposes. All proposed costs for personal compensation charged to the Federal or nonfederal share of this subgrant are within the maximum limit proposed by Chapter 13, Section B.34.e of the Historic Preservation Fund Grants Manual. These costs have been assessed by knowledgeable SHPO staff and found to be within the normal and customary range of charges for similar work in the local labor market, and appear to be appropriate charges for the product achieved with grant assistance.

SHPO or Authorized Designee Signature

Date



City of Somersworth – Resolution

Resolution No: 40-21

TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CABLE TELEVISION FRANCHISE AGREEMENT BETWEEN THE CITY OF SOMERSWORTH AND ATLANTIC BROADBAND, INC

June 7, 2021

WHEREAS, Atlantic Broadband, Inc. would like to enter into a Cable Television Franchise agreement to operate a cable television system in the City of Somersworth, New Hampshire pursuant to NH RSA 53-C, as amended, and,

WHEREAS, Atlantic Broadband, Inc and the City of Somersworth have negotiated the terms and conditions for a Cable Television Franchise agreement, and,

WHEREAS, the City Council of the City of Somersworth as Franchising Authority is authorized to enter into a Cable Television Franchise Agreement pursuant to RSA 53-C,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THE COUNCIL SHALL conduct a public hearing on the proposed Cable Television Franchise agreement and that, pending the outcome of the public hearing, that the City Manager is authorized to enter into a Cable Franchise Agreement with Atlantic Broadband, Inc. for a term of ten (10) years.

Authorization

Sponsored by request:
Mayor Dana S. Hilliard

Approved:
City Attorney



MEMORANDUM from Director Public Works & Utilities

Date: May 28, 2021

To: Bob Belmore, City Manager

Scott Smith, Deputy City Manager, and Director of Finance

From: Michael J. Bobinsky, Director of Public Works and Utilities

Cc:

Re: Settlement Agreement with Consolidated Communications-Dual Poles

Attached is a settlement agreement with Consolidated Communications and the Cities of Somersworth, Dover, Newington, Newmarket, Durham, Exeter and Portsmouth concerning the removal of dual poles in the respective communities. The settlement agreement follows the July 2020 complaint filing with the New Hampshire Public Utilities Commission by the seven (7) communities against Consolidated Communications and extensive settlement discussions aimed at resolving the dispute. I recommend endorsing the Agreement.

Key provisions of the Agreement include:

-The Agreement includes a listing of dual poles by community, identified as Exhibit A. There are 825 dual poles among all the communities; City staff has identified a total of 42 dual poles in the City, which represents 5% of the total.

-Consolidated Communications will remove all identified dual poles from the seven communities by June 1, 2025. The rate of removal shall be 213 utility poles per year; results in approximately 11 dual poles per year for Somersworth.

-Dual poles removed by Consolidated Communications in each community per year shall correspond to the proportionate number of that Community's duplicate poles as compared to all duplicate poles listed in Exhibit A.

-Consolidated Communications will report to the Communities the removal progress twice per year, (July and December).

-Provision to add dual poles discovered after the agreement has been executed.

-Dismissal/Withdrawal of Complaint with the PUC following the execution of the Agreement by all parties.

-The Agreement creates an enforceable obligation against Consolidated Communities by each Community.

**BEFORE THE
NEW HAMPSHIRE**

PUBLIC UTILITIES COMMISSION

Docket - DT 20-104

**Complaint by Town of Durham Public Works, City of Dover, City of Portsmouth, City of
Somersworth, Town of Newmarket, Town of Newington and Town of Exeter Against Consolidated
Communications of Northern New England Company, LLC d/b/a Consolidated Communications-NNE**

SETTLEMENT AGREEMENT

WHEREAS, in July 2020 the New Hampshire municipalities of Dover, Newington, Newmarket, Durham, Somersworth, Exeter and Portsmouth (individually each is a “Community,” and collectively referred to hereinafter as the “Communities”) filed a letter complaint with the New Hampshire Public Utilities Commission (“PUC”) against Consolidated Communications of Northern New England Company, LLC (“Consolidated Communications”) concerning what are commonly referred to as “dual poles” or “double poles” in their respective communities (“the Complaint”); and

WHEREAS, the PUC opened the above-captioned docket (“Docket”), and Consolidated Communications has appeared in the Docket and responded to the complaint; and

WHEREAS, the Communities and Consolidated Communications have engaged in extensive settlement discussions aimed at resolving the dispute on terms acceptable to both parties, and avoiding the expense, costs, and uncertainty of litigation.

NOW THEREFORE, the Communities and Consolidated Communications, for good and valuable consideration acknowledged by all parties, agree as follows in settlement and resolution of the Complaint (this “Agreement”):

1. Removal of Identified Poles: Consolidated Communications shall, at no cost to the Communities, remove or cause to be removed all duplicate¹ utility poles identified within each Community in Exhibit A. The removal of all these identified duplicate poles shall be accomplished by Consolidated Communications at a rate of least 213 telephones poles per calendar year across all Communities, and all such removals shall be completed in full no later than June 1, 2025. The number of duplicate poles removed by Consolidated Communications in each Community per year shall correspond to the proportionate number

¹ Typically, retired or soon-to-be retired poles located beside the replacement pole are referred to as “dual poles” or “double poles”. Some of these poles are located in Eversource’s service territory and others in Consolidated Communication’s service territory. Some these poles have multiple attachers remaining on the retired poles and others only Consolidated Communication’s equipment. Consequently, the use the word “duplicate” in this Agreement is solely for purposes of referencing the poles in Exhibit A that are to be removed.

of that Community's duplicate poles as compared to all duplicate poles listed in Exhibit A, unless otherwise directed by the Communities (collectively) in order to efficiently facilitate an adjacent construction project or to address a priority issue such as safety or ADA compliance. Consolidated Communications may make a minor deviation from this proportionate number only in the event that it will result in increased removal efficiency. Such disproportionate removal, and the reasoning therefore, shall be noted in the relevant reporting detailed in paragraph 2, below. The fact that removal of any of the duplicate utility poles identified within Exhibit A first requires other attachées to move or relocate their equipment to a new pole shall not relieve Consolidated Communications of its obligations set forth in this Agreement. With respect to municipal attachments, the Communities shall ensure that all attachments are transferred in a timely fashion to enable Consolidated to transfer its attachments and/or remove duplicate utility poles. Paragraph 1 of this Agreement shall remain in place until such time as all identified poles in Exhibit A have been satisfactorily removed by Consolidated Communications, at which time the obligations in Paragraph 1 shall expire. All other provisions of this Agreement shall survive the expiration of Paragraph 1. To the extent a Community discovers additional dual poles that were not identified in Exhibit A, the Community may notify Consolidated and all other parties in writing and, provided all parties agree, Consolidated shall endeavor to remove such dual poles in the timeframe set forth in this agreement. The Parties recognize that, to the extent additional identified poles are numerous, such request may require additional time to complete, which shall be mutually agreeable to all parties.

2. Reporting: At least twice per calendar year, once in July and again in December, Consolidated Communications shall report to the Communities on Consolidated Communication's progress regarding duplicate telephone pole removals required in paragraph 1 above. Said report shall issue to the public works directors, or other designee, of each Community.
3. Complaints: Consolidated Communications shall designate a single point of contact for the Communities to address specific issues or concerns with respect to this Agreement; this initial point of contact shall be Attorney Sarah Davis. The Consolidated Communications' contact will work with the Communities to identify poles that require more immediate removal² understanding that Consolidated does not have unlimited resources to remove poles in any specific sequence.
4. Future Preventative Action by Consolidated Communications: Consolidated Communications agrees that it shall use best efforts and diligence to ensure the orderly and prompt (i) transition of all equipment and facilities to future, newly set poles in each Community by Consolidated Communications and all joint owners and attachées, and (ii) removal of the preexisting poles that the newly set pole is replacing. The aforesaid "best

² Certain poles listed in Exhibit A may sometimes require more immediate removal related to Americans with Disability Act access, snowplow activities, municipal construction projects, aesthetics in downtown areas and other safety reasons. While Consolidated Communications shall endeavor to remove said priority poles as soon as practical under existing circumstances, the parties recognize that not all requests of this nature can be met within any particular timeframe.

efforts and diligence” shall not consist solely of reliance on National Joint Utility Notification System (“NJUNS”), but shall also include such actions as documented personal contact (through email, telephone, or otherwise) with representatives of the joint owner or attachees and, if necessary, enforcement of attachment agreements, provided, however, Consolidated shall be under no obligation to file any type of action or complaint in any court of competent jurisdiction or the PUC.

5. Dismissal/Withdrawal of Complaint: Upon the execution of this Agreement by all parties, the Communities shall file a Joint Dismissal and Withdrawal of Complaint in the Docket, in which the Communities withdraw and dismiss their Complaint without prejudice; provided, however, no Community may file a complaint with the same claims as contained in the Complaint regarding the poles set forth in Exhibit A or any additional identified poles that Consolidated has agreed to remove under paragraph 1, so long as Consolidated is not in default under this Agreement.
6. Time is of the Essence: The parties agree that time is of the essence. All deadlines and times for completion set forth in this Agreement shall be strictly observed and met.
7. Binding; Enforceability of this Agreement; Venue: This Agreement represents resolution of a disputed claim. This Agreement is intended to bind Consolidated Communications and its successors or assigns. This Agreement is intended to create enforceable obligations against Consolidated Communications by each Community. Consolidated or any individual Community may enforce the obligations set forth in this Agreement in any venue with jurisdiction the Community chooses, which venue may include the PUC or a New Hampshire State Court of competent jurisdiction.
8. Reservation of Rights: Nothing within this Agreement is intended to in any way affect or preclude any Community from enforcing any provision of applicable law concerning or relating to public rights-of-way (“ROW”), including but not limited to provisions of RSA chapter 231 and/or other statutes, ROW licenses and/or permits issued by the Community, amendments to or revocation of ROW licenses issued by the Community, removal of poles or dual poles, or the installation of new poles, in the ROW as may be allowed by law, and/or enforcement of local ordinances, regulations, or requirements applicable to the ROW. Moreover, nothing in this Agreement is intended to in any way preclude the Communities, or any one of them, from deciding to opt into any other relief or program that may become available by way of statute, administrative rule, administrative order, or otherwise for the poles subject to this Agreement. The Communities expressly reserve all such rights.
9. Applicable Law: This Agreement shall be deemed to have been entered into in the State of New Hampshire and shall be construed in accordance with the laws of the State of New Hampshire.
10. Amendment: This Agreement may be amended, waived, or discharged only by an instrument in writing signed by all the parties hereto.

11. **Authority**: The parties below expressly represent and warrant that they are authorized and empowered to enter into this Agreement.
12. **Recitals**: The recitals set forth above are incorporated into this Agreement.
13. **RSA 91-A**: The parties acknowledge that this Agreement is a public record and is subject to public inspection as may be required by N.H. RSA 91-A:4, VI or other provisions of RSA chapter 91-A.
14. **Jointly Drafted**: This Agreement shall be deemed to have been jointly drafted by the parties.
15. **Severability**: In the event any of the provisions of this Agreement are held by a tribunal or court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement shall remain in full force and effect. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid enforceable provision that comes as close as possible to the intention of the stricken provision.
16. **Entire Agreement**: This Agreement, which may be executed electronically or otherwise in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties and supersedes all prior agreements and understandings relating hereto.

**CONSOLIDATED COMMUNICATIONS OF
NORTHERN NEW ENGLAND COMPANY,
LLC**

Dated: May 18, 2021

/s/ Patrick C. McHugh
Patrick C. McHugh, Esq.
770 Elm Street
Manchester, NH 03101
Patrick.McHugh@Consolidated.com
Sarah Davis, Esq.
5 Davis Farm Road
Portland, ME 04103
Sarah.Davis@Consolidated.com
*Counsel for Consolidated Communications of
Northern New England Company, LLC d/b/a
Consolidated Communications - NNE*

CITY OF SOMERSWORTH

Dated: May __, 2021

CITY OF SOMERSWORTH, NH

EXHIBIT A

Street	Pole #
Buffumsville Road	316/1 S
Buffumsville Road	6 288158
Cemetery Road	7 228917
Cemetery Road	6
Deer Creek Run	4
Flynn St.	5034/1 297989
Flynn St.	
Franklin St at Silver	18/5
Franklin St,	33/4 223993
Franklin Street	old pole, 33/15, new pole 18/13
Franklin Street.	18/6
Franklin Street	18/14
Green St.	20/54
Green St. in front #27 – POWER AND CATV STILL ATTACHED TO OLD POLE.	FP 20/12 224801
Green St. in front #9 – POWER AND CATV STILL ATTACHED TO OLD POLE.	FP 20/8 224801
Green Street	new Pole #20/23 ½; old Pole # 23 ½
Green Street	new Pole # 2/21; old Pole # 26 2/21
Green Street	new Pole #2/20; old Pole #2/20
Green Street	old Pole # 203/28X
Green Street (old pole # 203/28X)	20/64
Green Street (Old Pole # 203/34)	203-34
Green Street Pole # 20-5	25T 203/32
Green Street	old Pole #20/23; new pole # 206 20/23
Green Street at Pleasant St . pole is leaning toward sidewalk by granite wall	Pole # 2/4,
Green Street at Pole #20/22	new pole # 20/22
High Street @# 361, –suggest move meter to outside of pole, to allow safe passage of sidewalk tractor.	Pole # 3/68
Indigo Hill Road at Green St, , new pole 202/1, old pole is 202/1	202/21
Indigo Hill Road -old pole; new pole #7/146	1/146
Indigo Hill Road at RR track crossing – EVERSOURCE ONLY	
Indigo Hill Road by William Street, pole in sidewalk.	pole # 7/142
Main St.	1/17A
Maple Street @ #67A, Pole is leaning and looks unsafe.	Pole # 95/12 1
Noble Street (Pole #4)	225024
Noble Street	Pole # 12/56/5-new pole # 56/5
Noble Street	12/6 36 6-new pole # 56/6
Prospect Street	Pole # 8/15
Rocky Hill Road	Pole # 64/23
Rocky Hill Road	Pole # 65/ 290806 Pole # 49 50
Rocky Hill Road	Pole # 65/24
Stackpole Road (no # on old pole)	New Pole # 32/11
Union St @ Mt. Auburn St.	Pole # 35/15
Veterans Terrace	Pole # 5033/3

NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION

District 1, 641 Main St, Lancaster, NH 03584
 District 2, 8 Eastman Hill Road, Enfield, NH 03748
 District 3, 2 Sawmill Rd, Gilford, NH 03249

District 4, 19 Base Hill Road, Swanzey, NH 03446
 District 5, 16 East Point Drive, Bedford, NH 03110
 District 6, PO Box 740, Durham, NH 03824

APPLICATION FOR DRIVEWAY PERMIT

Pursuant to the provisions of Revised Statutes Annotated, Chapter 236, Section 13 (printed on reverse of application) and amendments thereto, and Declaratory Ruling 2000-01, permission is requested to: (select one): Construct ☐ Alter ☒
 (Indicate quantity of) 1 driveway entrance(s) to my property on the (select): North / South ☒ East ☐ West side of
 NH Route 108 or Street/Road: _____ In the Town of City of
Somersworth at a location which will meet the requirements for safety specified in said statutes.

The driveway entrance(s) requested is (are) for access to: Alteration to Willand Drive as described in concept #1 attached.

Describe nature and size of industry, business or subdivision: Residence, Industry, Business, Subdivision, Other
Willand Drive is a City Street

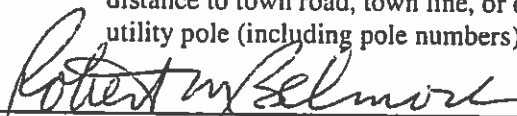
Feet (select): North / South / East / West of Utility Pole Number: PSNH 701A1

Feet (select Feet or Miles): North / South / East / West of Road or Junction: _____

Town Tax Map # _____ and Lot # _____

As the landowner (or designated applicant) I agree to the following:

1. To construct driveway entrance(s) only for the bonafide purpose of securing access to private property such that the highway right-of-way is used for no purpose other than travel.
 2. To construct driveway entrance(s) at permitted location(s).
 3. To construct driveway entrance(s) in accordance with statutes, rules, standard drawings, and permit specifications as issued by the New Hampshire Department of Transportation.
 4. To defend, indemnify and hold harmless the New Hampshire Department of Transportation and its duly appointed agents and employees against any action for personal injury and/or property damage sustained by reason of the exercise of this permit.
 5. To furnish and install drainage structures that are necessary to maintain existing highway drainage and adequately handle increased runoff resulting from the land development and obtain all easements thereto.
 6. I am the owner or a duly authorized agent of the owner of the parcel upon which the driveway will be constructed. I have provided accurate and complete title and subdivision information concerning the parcel to the Department. I understand that the Department is relying on this information in considering this application and that the Department does not perform independent title research or make judgments about title or access disputes.
- For new driveway(s), include copy of current deed and, if not the same, previous deed dated prior to July 1, 1971 of the parcel. If this parcel is part of a larger tract subdivided after July 1, 1971, then provide complete subdivision plans and deed history dating back to at least July 1, 1971.
 - Attach sketch or plan showing existing and proposed driveway(s) and the adjacent highway indicating distance to town road, town line, or other readily identifiable feature or landmark and also to the nearest utility pole (including pole numbers)


 Signature of Landowner (Applicant)
 Robert Belmore, City Manager

Printed Name of Landowner

Date: 06-02-21

One Government Way

Mailing Address
 Somersworth, NH 03878

Town/City, State, Zip Code

Telephone Number(s) 603-692-9502

Contact /Agent, if not Landowner: _____

FOR OFFICE USE ONLY:

GPS N = _____ GPS W = _____

Section: _____ Width: _____ Speed: _____

Right of Way: _____ Drainage: _____ SLD: _____

Conditions: _____

Permit Number Assigned: _____



DATE: June 1, 2021

TO: Bob Belmore, ICMA-CM

FROM: Michelle Mears, AICP
Director of Planning and Community Development

Re: Congress New Urbanism Case Study Interview Somersworth, NH

The City of Somersworth was selected as a case study community (one of four in NH) to identify zoning conditions that create barriers which can inhibit/or drive up the cost of development. On April 26, 2021 the City of Somersworth attended a Zoom meeting with New Hampshire Housing Finance Authority, Congress of New Urbanism (CNU), and consultants in regards to CNU's Project for Code Reform. The meeting followed this format:

- **10 minute** informal presentations by representative(s) from the community, on barriers which can (even unintentionally) inhibit and/or drive up the cost of development.
 - See: [Brief for NH Case Study Communities](#)
- **30-50 minute** group discussions, for representative(s) from the community to answer questions from the CNU Team about the particular obstacles they have found in their local bylaws and approvals process.
 - Residential types allowed (what/where), code requirements that inhibit residential development (parking, setbacks, lot size, etc)
 - Approval processes that inhibit residential development (conditional use, lack of administrative review, etc)
 - Additional restrictions that inhibit development of and/or affordability of developed housing

Attendees included:

Robert Belmore, City Manager
David Witham, City Councilor/Planning Board
Deb Evans, Director of Somersworth Housing Authority
Michelle Mears, Director of Planning and Community Development

Next steps: CNU Team is preparing a brief memo for each Case Study Community, documenting the details of their presentation and outlining potential responses and suggested recommendations on the first steps toward the implementation of an incremental code reform process in their community.

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June 3, 2021

CERTIFICATION

Re: City of Somersworth, New Hampshire

Ordinance No. 17-21

Title: **TO AMEND CHAPTER 4. PERSONNEL RULES AND
REGULATIONS - COMPENSATION SCHEDULE**

This is to confirm that in accordance with Somersworth City Council Rules and Regulations #17 (D)1, we have reviewed the above referenced ordinance. To our examination it is in correct technical form, and to our understanding is not repugnant to the laws and constitution of the State of New Hampshire nor the Charter and Ordinances of the City of Somersworth.

MITCHELL MUNICIPAL GROUP, P.A.
City Attorney

Date: 6/4/21

By: 

MITCHELL MUNICIPAL GROUP, P.A.

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June 3, 2021

CERTIFICATION

Re: City of Somersworth, New Hampshire

Ordinance No. 18-21

Title: **TRANSFER BETWEEN DEPARTMENTS**

This is to confirm that in accordance with Somersworth City Council Rules and Regulations #17 (D)1, we have reviewed the above referenced ordinance. To our examination it is in correct technical form, and to our understanding is not repugnant to the laws and constitution of the State of New Hampshire nor the Charter and Ordinances of the City of Somersworth.

MITCHELL MUNICIPAL GROUP, P.A.
City Attorney

Date: _____

6/4/21

By: _____



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June 3, 2021

CERTIFICATION

Re: City of Somersworth, New Hampshire

Ordinance No. 19-21

Title: TO AMEND CHAPTER 34, EXEMPTIONS AND CREDITS,
SECTION 34.2 VETERANS'S PROPERTY TAX CREDIT AND
SECTION 34.3 SERVICE CONNECTED TOTAL DISABILITY

This is to confirm that in accordance with Somersworth City Council Rules and Regulations #17 (D)1, we have reviewed the above referenced ordinance. To our examination it is in correct technical form, and to our understanding is not repugnant to the laws and constitution of the State of New Hampshire nor the Charter and Ordinances of the City of Somersworth.

MITCHELL MUNICIPAL GROUP, P.A.

City Attorney

Date: 6/4/21

By. 

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June 3, 2021

CERTIFICATION

Re: City of Somersworth, New Hampshire

Ordinance No. 20-21

Title: **TO AMEND CHAPTER 34, EXEMPTIONS AND CREDITS,**
SECTION 34.1 ELDERLY PROPERTY TAX EXEMPTION

This is to confirm that in accordance with Somersworth City Council Rules and Regulations #17 (D)1, we have reviewed the above referenced ordinance. To our examination it is in correct technical form, and to our understanding is not repugnant to the laws and constitution of the State of New Hampshire nor the Charter and Ordinances of the City of Somersworth.

MITCHELL MUNICIPAL GROUP, P.A.
City Attorney

Date: 6/4/21

By: 

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June 3, 2021

CERTIFICATION

Re: City of Somersworth, New Hampshire

Resolution No. 38-21

Title: CITY COUNCIL VOTE TO ADOPT THE LAND TRUST ALLIANCE
STANDARDS AND PRACTICES FOR MAINTAINING THE FURBER
MEMORIAL CHAPEL AT THE FOREST GLADE CEMETERY IN
COMPLIANCE WITH LCHIP HISTORIC PRESERVATION FUNDING

This is to confirm that in accordance with Somersworth City Council Rules and Regulations #17 (D)1, we have reviewed the above referenced resolution. To our examination it is in correct technical form, and to our understanding is not repugnant to the laws and constitution of the State of New Hampshire nor the Charter and Ordinances of the City of Somersworth.

MITCHELL MUNICIPAL GROUP, P.A.
City Attorney

Date: 6/3/21

By: 

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June 3, 2021

CERTIFICATION

Re: City of Somersworth, New Hampshire

Resolution No. 39-21

Title: **AUTHORIZING THE CITY MANAGER TO ENTER INTO A GRANT
AGREEMENT WITH THE STATE OF NEW HAMPSHIRE DIVISION OF
HISTORICAL RESOURCES FOR A CERTIFIED LOCAL GOVERNMENT
(CLG) GRANT TO PERFORM AN UPDATE TO THE CITY'S
HISTORICAL SURVEY FORMS**

This is to confirm that in accordance with Somersworth City Council Rules and Regulations #17 (D)1, we have reviewed the above referenced resolution. To our examination it is in correct technical form, and to our understanding is not repugnant to the laws and constitution of the State of New Hampshire nor the Charter and Ordinances of the City of Somersworth.

Date: 6/3/21

MITCHELL MUNICIPAL GROUP, P.A.
City Attorney

By: 

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June 4, 2021

CERTIFICATION

Re: City of Somersworth, New Hampshire

Resolution No. 40-21

Title: TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CABLE
TELEVISION FRANCHISE AGREEMENT BETWEEN THE CITY OF
SOMERSWORTH AND ATLANTIC BROADBAND, INC.

This is to confirm that in accordance with Somersworth City Council Rules and Regulations #17 (D)1, we have reviewed the above referenced resolution. To our examination it is in correct technical form, and to our understanding is not repugnant to the laws and constitution of the State of New Hampshire nor the Charter and Ordinances of the City of Somersworth.

MITCHELL MUNICIPAL GROUP, P.A.
City Attorney

Date: June 4, 2021

By: 